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AGREEMENT
BETWEEN THE
DUNELLEN ADMINISTRATORS ASSOCIATION
AND THE
DUNELLEN BOARD OF EDUCATION (Employer)

X July 1, 1989 - June 30, 1992

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AGREEMENT

BETWEEN THE DUNELLEN ADMINISTRATORS ASSOCIATION AND THE DUNELLEN BOARD OF EDUCATION MIDDLESEX COUNTY, NEW JERSEY

July 1, 1989 - June 30, 1992

WHEREAS: This Agreement is entered into this first day of July 1989, between the Board of Education of Dunellen, the Borough of Dunellen, New Jersey, hereinafter called the "Board" and the Dunellen Administrators Association, hereinafter called the "DAA".

ARTICLE I - RECOGNITION

A. UNIT

Pursuant to Chapter 303 Public Laws of 1968, the Board of Education of Dunellen, New Jersey, recognizes the Dunellen Administrators Association as the exclusive representative for collective negotiations concerning grievance and terms and conditions of employment of the twelve month contractual principals, assistant principal, and Director of Student Personnel Services.

B. DEFINITION OF A DAA MEMBER

Unless otherwise indicated, the term DAA member when used hereinafter in this agreement shall refer to all professional employees represented by the DAA in the negotiating unit as defined above.

ARTICLE II - NEGOTIATION PROCEDURE

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 Public Laws of 1968, in a good faith effort to reach agreement of DAA members employment. Such negotiations shall commence as per Public Employment Relations Commissions regulations. Any agreement so negotiated shall apply to all DAA members and be reduced to writing.

B. SELECTION OF NEGOTIATORS

Neither party, in any negotiations, shall have any control of the selection of the negotiating representatives of the other party. The parties mutually pledge that the representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

C. EXTENT OF AGREEMENT

This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

D. MODIFICATION OF AGREEMENT

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. PRINTING OF AGREEMENT

Copies of this agreement shall be reproduced at the expense of the Board after agreement with the DAA on format within (30)thirty days after the agreement is signed. The DAA will prepare the agreement for reproduction.

ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the DAA all public information concerning the educational program and the financial resources of the school system that shall assist the DAA in matters under discussion.

B. USE OF SCHOOL BUILDINGS

The DAA and its representatives shall have the privilege to use school buildings for meetings.

1. The Superintendent shall be notified in advance of the time and place of all meetings.
2. Association meetings, scheduled during school hours, must have the consent of the Superintendent of Schools.

C. USE OF SCHOOL EQUIPMENT

The DAA shall have the privilege to use school facilities and equipment and shall pay for the cost of all materials and supplies necessary for any activities conducted therein.

D. ADVISORY STATUS IN NEGOTIATIONS

During the course of negotiations with all other employee representative units, the DAA may be asked to advise the Board on administrative implications of negotiated language under consideration for agreement before such agreement is reached.

At no time shall a DAA member be required to act as negotiator for the Board or to be present during negotiation sessions with other employee representatives, but may be present voluntarily if requested.

ARTICLE IV - PROFESSIONAL GRIEVANCE PROCEDUREA. PURPOSE

The purpose of this grievance procedure is to provide an orderly internal mechanism for the resolution of problems relative to DAA members.

B. DEFINITIONS

1. A "grievance" is an allegation by a DAA member that his rights regarding the interpretation and application of policies, the agreement, or the administrative decision affecting them, have been violated.
2. An aggrieved person is the person or persons initiating the action.
3. Immediate supervisor shall mean the person to whom the aggrieved person is directly responsible and, in the case of the Director of Student Personnel Services, the immediate supervisor shall be the Superintendent of Schools.
4. All concerned shall endeavor to secure a rapid and equitable determination to DAA members grievances at the lowest possible level through regular administrative channels without interfering with the normal school operation and procedures and shall be kept as informal and confidential as possible.
5. DAA must participate in all hearings.
6. If a DAA member does not file a grievance in writing with his immediate supervisor or the Superintendent of Schools within twelve (12) working days after the occurrence, then the grievance shall be considered waived.
7. Failure at any level of this procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level.
8. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance or acceptance by the DAA member of the decision at that level.
9. Time limits specified within the procedure may be waived with the written consent of the aggrieved person, his representative, and the Superintendent at each level.
10. All decisions shall be in writing with supportive reasons provided.
11. During periods when school is not in session, time limits specified shall be considered as week days.
12. The costs, fees, and expenses for arbitration shall be paid by the Board of Education and DAA on a fifty-fifty (50-50) basis.

13. The following procedure shall be followed to secure the services of an arbitrator:
 - a. Either party may institute a request to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second list of names.
 - c. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) days of receipt of the second submitted list of arbitrators, the American Arbitration Association may be requested by either party to designate an arbitrator.
 - d. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision as promptly as possible following the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, fact reasonings, and conclusions on the issues submitted and shall be binding on both parties.
 - e. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement or to order changes in violation of school law, state law, and Board Policy.
14. It is understood that the DAA members during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect hereof shall have been fully determined.

C. PROCEDURE

1. Level I

- a. A DAA member having a grievance shall within twelve (12) working days of the occurrence, or the time he would be reasonably expected to know of its occurrence, institute action under the provisions of this agreement.
- b. A DAA member shall first discuss his grievance with his immediate supervisor personally accompanied by a DAA representative in an attempt to resolve the matter informally. A reply will be issued within five (5) working days.

2. Level II (Formal)

- a. If the matter is not resolved to the DAA member's satisfaction at Level I, the DAA member may, within five (5) school days of that decision, invoke formal grievance procedures with his immediate supervisor on the form provided, signed by the grievant and the DAA representative.

- b. One copy of the grievance shall be given to the DAA member's immediate supervisor and one to the DAA representative.
- c. The written grievance should specify:
 - 1. The nature of the grievance;
 - 2. The nature and extent of the injury, loss, or inconvenience;
 - 3. The results of previous discussions; and,
 - 4. The basis of dissatisfaction with the previously rendered decision.

3. Level III

- a. If the grievant is not satisfied with the written disposition of the grievance by his immediate supervisor or if no written disposition has been made within five (5) school days, the grievance shall be transmitted to the Superintendent of Schools or the Board, dependent on the grievant's level.
- b. All pertinent documentation shall be reviewed by the Superintendent or the Board, and such hearings as deemed necessary shall be held.
- c. Within ten (10) school days after receipt of the grievance, the Superintendent or the Board shall meet with the DAA member and the DAA representative and shall indicate the disposition of the grievance in writing to the DAA member and the DAA.

4. Level IV

- a. If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the required ten (10) school days, the grievance shall be transmitted to the Board by filing a written copy with the President of the Board. Disposition of the grievance in writing shall be made within twenty (20) school days of such filing, except during September to December where thirty (30) working days will be allowed. Copies of such disposition should be furnished to the DAA member and to the DAA.

5. Level V

- a. If the Board of Education, the aggrieved DAA member, and the DAA shall be unable to resolve any grievance and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) school days after the decision of the Board be appealed to binding arbitration. Such appeal shall be delivered within a ten (10) school day period or the grievance shall be abandoned.

ARTICLE V - ADMINISTRATOR EMPLOYMENTA. WORK-YEAR CLAENDAR

1. The development of the school calendar is a Board responsibility. However, the DAA should be consulted for suggestions or recommendations.
2. DAA members should be available for work during the Christmas and Easter vacations at the request of the Superintendent.

B. VACATION - VACATION ACCUMULATION

1. DAA members employed on a twelve month basis shall receive twenty-two (22) vacation days.
2. A DAA member shall have the option of utilizing up to five (5) days of his vacation time during the actual school year with the approval of the Superintendent, except in case of an emergency where one (1) unapproved day may be taken. DAA member shall be notified of request approval within five (5) school days of making request.
3. Should conditions prevail which cause a DAA member to lose vacation time, he shall be entitled and required to take same during the next year's period and not later than September 1st of the succeeding school year.

C. REIMBURSEMENT FOR UNUSED VACATION

1. If a DAA member with more than one (1) year of service terminates his employment in the district before taking all or part of his earned vacation, he shall be reimbursed for such time at the rate of 1/206th of his year's salary for each day.

D. PAYROLL DEDUCTIONS

1. A DAA member may elect to participate in all or part of any voluntary payroll deduction plans as may be established by the Board.
2. The Board shall insure that all such deductions are properly remitted to the appropriate agency according to the established remittance schedule in the name of the DAA member.

E. SALARIES

1. The salaries of all DAA members covered by this agreement are set forth by the administrative salary schedule attached hereto and made a part hereof.
2. DAA members shall be notified of their contract salary status for the ensuing year no later than April 30th.

F. PROFESSIONAL DUES

1. Membership dues for DAA members in the National, State, and County Principal's or Administrator's Association shall be paid by the Board of Education.

2. A sum not to exceed \$250.00 will be allotted for professional association membership dues for DAA members.

G. MILEAGE REIMBURSEMENT

1. Members of the DAA shall be compensated at the rate of twenty-two (22) cents per mile for the use of their private vehicles while on school business.
2. Mileage reimbursement shall also include, in addition, any necessary tolls which must be paid by the member.

H. HEALTH INSURANCE AND DENTAL PLAN

1. The Board agrees to provide members of the DAA and make available to his/her spouse and unmarried dependent children a program of hospital, medical, and surgical insurance as provided by the Blue Cross/Blue Shield, Rider J, and Major Medical insurance or equivalent program. The Board agrees to pay the full premium for eligible DAA members and their dependents (spouse and unmarried dependent children).
2. The Board also agrees to provide for employees covered by the agreement a dental plan from the New Jersey Dental Service Plan, the cost of which shall be paid by the Board of Education, effective July 1, 1989, with the following limitations:
 - a. The total expense to the Board to fund the plan during the period from July 1, 1989 to June 30, 1990 shall not exceed \$1500.00; the total expense to the Board to fund the plan during the period July 1, 1990 to June 30, 1991 shall not exceed \$1500.00; the total expense to the Board to fund the plan during the period July 1, 1991 to June 30, 1992 shall not exceed \$1500.00.
 - b. In the event that the cost for the Dental Plan during any of the above periods exceeds the limits set forth in this agreement, any excess cost shall be paid by the Dunellen Administrators Association.

I. SICK LEAVE

1. Members of the DAA shall receive one day of sick leave for each contractual month of employment.
2. All unused sick leave shall be accumulative.
3. Members of the DAA shall be given an annual written accounting of their accumulated sick leave.

J. DUTY FREE LUNCH PERIOD

1. All members of the DAA shall be entitled to a duty-free lunch period of up to forty minutes in duration.
2. Members in the elementary schools shall arrange details for the duty-free lunch with the Superintendent of Schools.

K. ANNUAL PHYSICAL EXAMINATION

1. The cost of an annual physical examination shall be provided by the Board of Education. The cost of such a physical examination shall not exceed two hundred dollars (\$200.00) per year per member.

ARTICLE VI - ADMINISTRATOR EVALUATIONSA. PROCEDURES

1. All evaluations shall be signed by the DAA member and the evaluator. A copy is to be placed in the DAA member's personnel file following a conference with the evaluator.
2. Evaluations of tenure and non-tenure administrators shall be conducted as outlined by State Statute.

ARTICLE VII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTA. PROFESSIONAL MEETINGS

1. DAA members shall be allowed to attend professional meetings on days when school is in session for purposes of educational development and educational improvement with the approval of the Superintendent.

ARTICLE VII - TEMPORARY LEAVES OF ABSENCE

- A. The DAA members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Four (4) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least two (2) days before taking such leave, except in the case of an emergency.
2. Time necessary for appearances in any legal proceedings required by the courts relative to school affairs.
3.
 - a. Up to five (5) days at any one time in the event of death of a DAA member's spouse, child, grandparent, parent, brother, sister, and any relative residing in the immediate household.
 - b. With the approval of the Superintendent, up to five (5) days at any one time in the event of death of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.
 - c. Up to a total of five (5) days at any one time in the event of serious illness of the relatives defined in 3. a. above.
 - d. With the approval of the Superintendent, up to five (5) days at any one time in the event of serious illness of the relatives defined in 3. b. above.
4. The Board of Education reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.

ARTICLE IX - EXTENDED LEAVES OF ABSENCE

All applications, extensions, or renewal of leaves shall be applied for in writing and the disposition shall be in writing. Applications shall be made to the Superintendent.

ARTICLE X - MISCELLANEOUS PROVISIONA. TEACHER OBSERVATION

1. Members of the DAA, with the permission of the Superintendent, shall have the authority to decide when they will visit classrooms to observe and/or evaluate teachers. This may be done with notice, without notice, by request of the Superintendent, or on occasion by teacher request.
2. The Director of Student Personnel Services shall conduct observations and render evaluations for all members of the Special Services Team, Resource Room Teachers, Special Education Teachers, and, at the request of the Building Principal and/or the Superintendent, regular classroom teachers. In the event the Superintendent requests the Director of Student Personnel Services to conduct observations of regular classroom teachers, the Building Principal shall be notified of this fact in order that the Principal may be aware that said observation and/or evaluation is to take place and in order that the Principal will know that the Director of Student Personnel Services will be in the Principal's building for said purpose.
3. It shall be a joint administrative effort to determine procedures and format regarding all teachers observations and evaluations. This effort will be the responsibility of the Superintendent's central office.
4. Evaluations will, unless excused by the Superintendent, be completed in accordance with the schedule as determined by the Superintendent.

ARTICLE XI - DURATION OF THE AGREEMENTA. DURATION PERIOD

This agreement shall be effective as of July 1, 1989, and shall continue in effect until June 30, 1992, subject to the DAA's right to negotiate over a successor agreement as provided herein. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

C. SALARY SCHEDULE

DUNELLEN BOARD OF EDUCATION
AND THE
DUNELLEN ADMINISTRATORS ASSOCIATION AGREEMENT

1. Salary Guide

a.	Dr. Patricia Celso Director of Student Personnel Services	1989-1990	9.5%	\$45,930
		1990-1991	10.1%	\$50,554
		1991-1992	10.0%	\$55,617
b.	Mrs. Charlie Mae Outlaw Whittier School Principal	1989-1990	9.7%	\$45,269
		1990-1991	10.2%	\$49,893
		1991-1992	10.1%	\$54,956
c.	Dr. James McElroy Faber School Principal	1989-1990	9.1%	\$48,019
		1990-1991	9.6%	\$52,643
		1991-1992	9.6%	\$57,706
d.	Mr. Donald Burkhardt High School Assistant Principal	1989-1990	9.6%	\$46,369
		1990-1991	9.9%	\$50,993
		1991-1992	9.9%	\$56,056
e.	Mrs. Catherine Clynes High School Principal	1989-1990	7.5%	\$57,788
		1990-1991	8.0%	\$62,412
		1991-1992	8.1%	\$67,475

D. STATUS OF INCORPORATION

In witness whereof the parties hereto have caused this agreement to be signed by their respective President and attested by their respective President on the day and year first above written.

July 1, 1989
 Date

July 1, 1989
 Date

July 1, 1989
 Date

Shelly Henry
 President, Board of Education

Catherine M Clynes
 President, Dunellen Administrators
 Association

William H. Robinson
 Board Secretary